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AGREEMENT

between

HACKETTSTOWN BOARD OF EDUCATION

and

HACKETTSTOWN EDUCATION ASSOCIATION, INC.

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HACKETTSTOWN BOARD OF EDUCATION
JULY 1 1987

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RUTGERS UNIVERSITY

July 1, 1987

to

June 30, 1989



HACKETTSTOWN EDUCATION ASSOCIATION, INC.

AND

THE BOARD OF EDUCATION
OF HACKETTSTOWN, NEW JERSEY

EMPLOYMENT AGREEMENT

AGREEMENT made this 10th day of September, 1987, between the HACKETTSTOWN EDUCATION ASSOCIATION, INC., hereinafter called "ASSOCIATION", and the BOARD OF EDUCATION OF THE TOWN OF HACKETTSTOWN, in the COUNTY OF WARREN, hereinafter called "BOARD".

WHEREAS, the parties hereto have reached an Agreement respecting the terms and conditions of employment of certain employees of the Board, the parties hereto, pursuant to New Jersey state law, mutually agree as follows:

TABLE OF CONTENTS

ARTICLE		PAGE
I	Recognition of Association by Board.....	1
II	Negotiation of Successor Agreement.....	1
III	Grievance Procedure.....	1
IV	Employee's Rights.....	4
V	Association Rights and Privileges.....	4
VI	School Calendar.....	5
VII	Teaching Hours and Teaching Load.....	5
VIII	Teacher Employment.....	7
IX	Salaries.....	7
X	Teacher Assignment.....	8
XI	Voluntary Transfers and Reassignments.....	8
XII	Promotions.....	9
XIII	Teacher Evaluation.....	9
XIV	Sick Leave.....	9
XV	Temporary Leave of Absence.....	10
XVI	Extended Leave of Absence.....	11
XVII	Protection of Employees, Students and Property.....	12
XVIII	Insurance Protection.....	13
XIX	Deduction from Salary.....	14
XX	Instructional Council.....	15
XXI	Professional Development and Educational Improvement..	15
XXII	Board's Rights Clause.....	16
XXIII	Custodial Staff.....	16
XXIV	Secretarial Staff.....	19
XXV	Miscellaneous Provisions.....	20
	Signature Page.....	22

1987-1988 and 1988-1989 Teacher Salary Guides
 1987-1988 and 1988-1989 Secretarial Salary Guides
 1987-1988 and 1988-1989 Maintenance Salary Guides
 1987-1988 and 1988-1989 Custodial Salary Guides
 Special Services Salary Guides (see Article IX)
 Student Activities Salary Ranges

ARTICLE I
RECOGNITION

The Board recognizes the Association as the exclusive representative of the following personnel employed by the Board for collective negotiation concerning the terms and conditions of employment:

Cleerroom Teachers
Librarians
Nurses
Learning Disability Teacher - Consultant
Guidance Counselors
Department Chairpersons
School Psychologist
Speech Correctionists
Social Workers
Band Directors
Custodians
School Building Secretaries
Reading Coordinator
Computer Coordinator

ARTICLE II
NEGOTIATION OF SUCCESSOR AGREEMENT

- A. The parties agree to enter into collective negotiation over a successor Agreement. Negotiations for the successor Agreement shall commence no later than October 31 of the year prior to termination of the Agreement.
- B. This Agreement shall not be modified in whole or in part by the parties except by an instrument in writing duly executed by both parties.

ARTICLE III
GRIEVANCE PROCEDURE

- A. Definition: A "grievance" is a claim by an employee or the Association on behalf of an employee or group of employees based upon an alleged misinterpretation, misapplication, or violation of this Agreement, Board policies, or administrative decisions rendered thereunder affecting the working conditions or terms of employment of an employee or group of employees.
- B. Purpose: The purpose of this procedure is to secure, at the lowest possible level, equitable solutions to the problems which may from time to time arise affecting employees. Both parties agree that these proceedings will be kept as informal and confidential as may be appropriate at any level of the procedure.

The Association agrees that those items which are expressly related to the Ridgewood Park decision of the New Jersey Supreme Court will not be subject to the Grievance Procedure.

- C. In the following procedure it is understood that the employee has the option to proceed either directly or to be accompanied by a representative of the Association:
1. The parties agree to follow the procedures outlined in this Agreement and to use no other channels to resolve any question or proposal until the procedures in the Agreement are fully exhausted. A grievant who does not meet the timeline as prescribed automatically waives the right to further appeal, and the grievance shall automatically be considered null and void.
 2. Any Board of Education employee who has grievance (as heretofore defined) shall within thirty (30) school days following the occurrence of the alleged happenstance present it first to the Professional Rights and Responsibilities Committee of the Hackettstown Education Association to decide the worth of the grievance. The P.R.&R. Committee shall make a decision within ten (10) school days. If the employee is dissatisfied with decision of the P.R.&R. Committee, the employee has the right within seven (7) school days to continue the grievance by discussing it with the Supervising Principal (or the immediate superior or department head, if applicable) in an attempt to resolve the matter at that level.
 3. If, as a result of the discussion, the matter is not resolved to the satisfaction of the employee, the employee shall within four (4) school days set forth the grievance in writing to the Principal. The Principal shall communicate the decision on the matter to the employee in writing within four (4) school days of the receipt of the written grievance. Carbon copy to go to the Principal and Superintendent.
 4. The employee may appeal the Principal's decision within seven (7) school days to the Superintendent of Schools. The appeal to the Superintendent must be made in writing and must set forth the grounds upon which the grievance is based. The Superintendent shall arrive at a decision within seven (7) school days of receipt of the written appeal. The Superintendent shall communicate the decision on the matter in writing, along with supporting reasons, to the employee. Carbon copies to the Principal, Superintendent, and the Board.
 5. If dissatisfied with the action taken by the Superintendent of Schools, the employee may request within seven (7) days that a committee of the particular employee organization such as the Hackettstown Education Association's Professional Rights and

Responsibilities Committee, which includes employees of the Hackettstown School System, review the grievance. The Committee will use its best influence to eliminate grievances which in its opinion are not worthy of further consideration. If the matter is not resolved within fourteen (14) school days, the Committee shall drop the matter from further consideration.

6. If after all preceding steps as stipulated heretofore have been utilized a grievance alleges misinterpretation, misapplication or violation of the Agreement, the employee shall refer the grievance through the Superintendent's office to the Board of Education within four (4) school days of the determination of the H.E.A.'s P.R.&R. Committee. The appeal to the Board must be in writing and must set forth the grounds upon which the grievance is based. The Board shall hear the employee at its next conference and shall inform the employee of its determination in writing within eight (8) days after the conference. Carbon copies shall go to the Principal, Superintendent, and the Board.
7. If the grievance involves misinterpretation, misapplication or violation of the written Agreement, the employee shall have the right within ten (10) school days following the decision of the Board to request binding arbitration pursuant to rules and regulations established by the American Arbitration Association under the provisions of N.J. law. The recommendation for settlement made by the Arbitrator will be binding on both parties. The cost of the Arbitrator's services, if any, shall be shared equally by the parties and each of the parties shall bear their own costs.
8. If the grievance alleges misinterpretation, misapplication or violation of Board policies or administrative decisions involving the interpretation or application of Board policies, the grievance may be referred through the Superintendent's office to the Board of Education within four (4) school days of the determination of the H.E.A.'s P.R.&R. Committee. The appeal to the Board must be in writing and must set forth the grounds upon which the grievance is based. The Board shall hear the employee at its next conference and shall inform the employee of its determination in writing within eight (8) days after the conference. Carbon copies shall go to the Principal, Superintendent and Board. Said grievance shall not be subject to binding arbitration.
9. No claim by an aggrieved party shall constitute an arbitrable grievance beyond Board level or be processed beyond Board level if it pertains to:

a. any matter for which a detailed method of review is prescribed by law; or

- b. any rule or regulation of the State Commissioner of Education; or
 - c. any existing by-laws of the Board of Education; or
 - d. any matter which, according to law, is beyond the scope of Board authority or limited to unilateral action of the Board alone; or
 - e. any complaint of a non-tenured teacher which arises by reason of not being reemployed.
10. When it is determined by the H.E.A. that a court appeal shall be undertaken following an arbitrator's decision, the following conditions shall prevail: If the court rules in favor of the Association, the Board of Education will compensate the Association up to a maximum of \$1000 for attorney fees and court costs in conjunction with all court proceedings. On the other hand, if the court rules in favor of the Board, the Association will compensate the Board up to a maximum of \$1000 for attorney fees and court costs in conjunction with all court proceedings. In no event, however, will either party be liable to pay in excess of \$2000 within the existence of the negotiated Agreement for such costs.

ARTICLE IV EMPLOYEE'S RIGHTS

- A. The Board hereby agrees that every employee shall have the right to organize, join and support the Association and its affiliates for the purpose of engaging in collective negotiations. Nothing contained herein shall be construed to deny or restrict to any employee such rights as may be granted under New Jersey School Laws or other applicable laws and regulations.
- B. The Board and the Association agree that there shall be no disciplinary action, reprimand or deprivation of any employee's rights without just cause; further, the Board agrees that no employee will be reduced in rank or compensation or any employment advantage without just cause.
- C. Members of the negotiating team shall be free from reprisals by the Board or its representatives.

ARTICLE V ASSOCIATION RIGHTS AND PRIVILEGES

- A. The Board agrees to comply with all reasonable requests by the Association for available information within the public domain which may be necessary for the Association to process any grievance or complaint.

- B. The Association shall have the privilege to use school buildings at all reasonable hours for meetings. The Principal of the building in question shall approve in advance of the time and place of all such meetings.
- C. The Association shall have the privilege of reasonable use of the interschool mail facilities and school mail boxes.
- D. The President of the Association shall meet with the Superintendent for the purposes of scheduling five (5) periods of release time not to exceed 200 minutes per five day week for the President or a teacher designee in periods other than normal preparation and lunch to conduct Association business.

It is understood that arrangements may vary from year to year depending upon the needs of the educational program and that any conduct of Association business will not interfere with the educational process of the District.

The above cited meeting shall occur prior to September 10. Said schedule shall be established no later than September 15 of each contract year.

ARTICLE VI SCHOOL CALENDAR

A committee of three (3) employees shall be appointed by the Association to advise and recommend to the Administration an appropriate calendar for the school year on or before March 1, from the period September 1 to June 30.

ARTICLE VII TEACHING HOURS AND TEACHING LOAD

- A. As professionals, teachers are expected to devote to their assignments the time necessary to meet their responsibilities, but they shall not be required to sign in or out. However, if, in the judgment of the Administration, the provisions of subsequent Article VII D 3, which deals with times for daily reporting for duty and leaving the building, are persistently violated by a teacher, or teachers, that person, or persons, shall be required to "clock in and clock out" at the discretion of the Administrator. The Association will be notified when such action is taken.
- B. Teachers shall have a daily duty-free lunch period of at least the following lengths:

- 1. Primary School ----- 30 minutes
- 2. Middle School ----- 30 minutes
- 3. High School ----- 30 minutes

- C. 1. Classroom teachers shall, in addition to their lunch period, have preparation time daily during which they shall not be assigned to any other duties.
2. When a teacher is requested to forfeit an unassigned period to cover a class or activity of another teacher, the teacher shall be compensated at the rate of nine (\$9) dollars per period. Such coverage shall be arranged by the Building Principal or with the approval of the Building Principal.
- D. 1. The in-school work year for the professional staff employed on a ten (10) month basis (other than new personnel who may be required to attend an additional two days of orientation) shall not exceed 187 school days.
2. Any teacher who is required to work beyond the regular teacher in-school work year as defined in Article VII D 1, shall be compensated at a salary proportionate to the teacher's regular salary.
3. Professional employees shall be required to report for duty ten (10) minutes before the opening of the pupils' school day, and shall be permitted to leave fifteen (15) minutes after the close of the pupils' school day, except as stated in Article VII E. There will be no professional meetings on Fridays and on days preceding holidays and vacations.
- E. 1. Building-based teachers may be required to remain after the end of the regular work-day, without compensation, for the purpose of attending building faculty and other professional meetings. Such meetings shall begin no later than ten (10) minutes after the student dismissal time and ordinarily, last no more than sixty (60) minutes. If a meeting shall exceed sixty minutes, a teacher may leave after such length of time has been reached. The number of meetings called by individual Building Administrators will not exceed ten (10) regular and five (5) additional or special meetings during any school year. These do not include meetings called by the Superintendent of Schools.
2. The notice of and agenda for any meeting shall be given to the teachers involved at least three (3) days prior to regular meetings. Teachers shall have the opportunity to suggest items for the agenda. This requirement of notice and agenda for meetings shall be waived in cases of emergency.
- F. No specific limit shall be set as to the size of any class. However, everything possible shall be done to establish and maintain class groups that are reasonable in pupil size commensurate with an effective educational program.

ARTICLE VIII
TEACHER EMPLOYMENT

- A. Credit for previous outside teaching experience in a duly accredited school may be granted new employees of the Board at the time of initial employment. Credit for military service shall not exceed four (4) years.
- B. It is the intent of the Board to notify teachers of their contract and salary status for the ensuing year as early in the school year as possible but in no case later than April 30.
- C. 1. Beginning September 1, 1972, and thereafter, only undergraduate or graduate credits earned after the awarding of the bachelor's degree, and approved by the Superintendent, will be recognized as credit toward bachelor's plus 15 or bachelor's plus 30 on the salary scale.
- 2. To qualify for placement on the master's degree plus 30 scale, a person must have earned a master's degree and, in addition, must have accumulated a minimum of 30 additional graduate credits. Such graduate credits may be acquired any time after the granting of the bachelor's degree.
- 3. Advancement from one category to another on the salary guide shall be granted effective September 1 and February 1. Payment shall be made retroactive to September 1 and February 1 upon presentation of evidence of eligibility, which must be presented no later than September 30 and February 28.
- D. All full time teacher appointments are to be on a ten (10) month contract basis with summer appointments separately contracted.

ARTICLE IX
SALARIES

The salaries of all employees covered by this Agreement are set forth in the schedules which are attached hereto and made a part hereof.

- A. When pay day is on or during a school holiday, vacation, weekend or bank holiday, employees shall receive their paychecks on the last previous work day. Pay dates shall be posted in each building. In the event that there is a computer malfunction which precludes payrolls in accordance with the time cited in the Agreement, payment shall be made as soon as possible after the malfunction is corrected. The Board shall seek to correct the computer malfunction as expeditiously as possible.

- B. Employees on twenty (20) payment option shall receive their final checks on the last working day in June provided they have fulfilled all professional responsibilities to the satisfaction of the Administration.

- C. The salaries of Department Chairpersons shall be as follows:

Chairpersons with MA: \$1400 1987-88; \$1500 1988-89.
With MA & Supervisor's Cert.: \$2100 1987-88; \$2200 1988-89.

- D. A stipend of \$1800 shall be paid to Guidance Personnel, the Learning Disability Teacher - Consultant, the School Psychologist and the Social Worker who were in these positions in 1986-87. For these employees the stipend for 1987-88 shall be \$1800, and for 1988-89, the stipend shall be \$1900.

An individual in this group working an extra or eleventh (11th) month shall be paid an additional 10% of the base salary as derived from the guide. The High School Guidance Director shall be viewed for salary purposes in the same light as Department Chairpersons.

A stipend shall be paid to Speech Correctionists in this assignment in 1981-82 and continuing to the present time in this assignment. All new assignments after 1981-82 are not to be compensated with a stipend. For 1987-88 a stipend of \$1800 shall be paid to Speech Correctionists who qualified for stipend. In 1988-89 stipend shall be \$1900.

All new assignments after July 1, 1987-88 as School Psychologist and Social Worker are not to be compensated with a stipend.

- E. Stipends for Reading Coordinator and Computer Coordinator shall be \$1200 in 1987-88 and \$1300 in 1988-89.
- F. The Board will review and appoint all coaching and extra curricular positions each year. Applications for such positions are to be submitted to the Board office by March 1 preceding the year for which appointment is requested. The Board will notify applicants of appointment by April 30.
- G. Home instruction payment is to be fifteen (\$15) dollars per hour for 1987-88 and 1988-89.
- H. Employees have the option of selecting a summer savings plan with the Board of Education selecting a local bank depository.

ARTICLE X TEACHER ASSIGNMENT

- A. Upon request, all teachers shall be given written notice of their salary schedules, class and/or subject assignments, building assignments and room assignments for the forthcoming year not later than August 1.

3. In the event that changes in such schedules, class and/or subject assignments, building assignments, or room assignments are proposed after August 1, any teacher affected shall be notified in writing.

ARTICLE XI VOLUNTARY TRANSFERS AND REASSIGNMENTS-

- A. No later than May 1 of each school year, the Superintendent shall deliver to the Association and post in all school buildings a list of the known vacancies for the following school year.
3. In the determination of requests for voluntary reassignment and/or transfer, the wishes of the individual employee shall be honored to the extent that the transfer does not conflict with the instructional requirements and best interests of the school system.

ARTICLE XII PROMOTIONS

Employees who desire to apply for a promotional position which may be filled during the summer period when school is not regularly in session shall submit their names to the Superintendent.

ARTICLE XIII TEACHER EVALUATION

- A. The procedure for evaluation shall be as defined in the Board policy for teacher evaluation and are incorporated by reference in this Agreement. It is agreed that the Board retains all rights to establish criteria for teacher evaluation.
- B. All teacher evaluation shall be conducted by persons certified by New Jersey Board of Examiners to supervise instruction. Observations for curriculum fulfillment may be carried on by Department Chairpersons without above certification. However, these observations shall not be considered as part of teacher evaluation.
- C. All formal evaluations will be discussed with the teacher being evaluated.

ARTICLE XIV SICK LEAVE

- A. Ten (10) month contract employees shall be entitled to ten (10) sick leave days each school year as of the first official day of said school year whether or not they report for duty on that day. Twelve (12) month contract employees shall be entitled twelve (12) sick leave days each contract year as of the first official day of said contract year whether or not they report for duty on that day. Unused sick leave days shall be accumulated in the Hackettstown School System from year to year with no maximum limit to be used for additional sick leave as needed in subsequent years.

- B. Employees are to maintain contact with their respective Supervisors while absent for sickness regardless of the probable duration of such leave.
- C. A physician's certificate indicating permission to return to work must be submitted if an illness exceeds three (3) consecutive school days or five (5) or more days in any ten (10) school day interval prior to resumption of duties. Sick leave is awarded by the school system to protect individuals from loss of pay and is not to be abused. Violation of sick leave policy will result in loss of pay for the day or days involved.
- D. The employee, upon retirement under T.P.A.F. or P.E.R.S., after ten (10) years of regularly appointed service in the Hackettstown School District, shall receive a lump sum payment of twelve (\$12) dollars per day for each day of unused accumulated sick leave which was accumulated while employed in the Hackettstown School District. Such payment shall be limited to ten (10) days per year for all employees. Upon death of eligible employee prior to retirement, entitlement amount shall be paid to employee's estate.

ARTICLE XV TEMPORARY LEAVE OF ABSENCE

All full time contract employees shall be entitled to the following leaves of absence with full pay each school year:

- A. One day of personal leave each school year without being required to indicate reason for such leave or to obtain prior approval. Employees are to give prior notification by telephoning the answering service and stating that day of absence is to be a personal day.
- B. One day for business leave to take care of business which cannot be transacted other than during school hours. In this instance, the reason must be specifically detailed and explained. Judgment as to the validity and appropriateness of the reason(s) presented for absence because of business necessity shall be solely the responsibility of the Superintendent. Prior written approval of the Superintendent must be obtained.
- C. Personal day and business day entitlement are not accumulative. Personal leave day may be used for religious absence.
- D. If death occurs in the immediate family of any employee, that employee will be allowed absence, without reference to sick leave, at full pay as follows: Allowance of five (5) days for parents or guardians, mother and father-in-law, spouse and children, brothers and sisters; three (3) days for grandchildren, grandparents, brother and sister-in-law.

- E. In the event of illness in the immediate family that creates an emergency situation, an employee may use up to three (3) days with full pay without reference to sick leave. Immediate family is here defined as parents, spouse and own children.
- F. Employees shall be granted a maternity leave under existing State law. In keeping with State law, accumulated sick day entitlement may be used for periods of disability caused by reasons of pregnancy and maternity.
- G. Temporary leave of absence without pay may be granted by the Board to full time contract employees. Such leave, for any reason or number of days, shall be granted or denied at the sole discretion of the Board.

ARTICLE XVI EXTENDED LEAVE OF ABSENCE

- A. A leave of absence without pay of up to one (1) year may be granted to any employee at the discretion of the Board. Any employee granted a leave of absence shall be required to notify the Board of intent to return or not return to work not less than three (3) weeks prior to expiration of the leave.
- B. The Board of Education may grant a sabbatical leave of absence to a teacher for a full school year upon the recommendation of the Superintendent of Schools and subject to the following conditions:
1. The teacher has completed at least seven (7) years of continuous full time service in the Hackettstown School system prior to the first sabbatical leave and seven (7) continuous full years of service between subsequent leaves.
 2. The teacher shall agree to devote the sabbatical leave of absence to study which will contribute substantially to the teacher's educational growth.
 3. During the sabbatical leave, the teacher agrees not to engage in any full time employment for remuneration.
 4. The teacher shall agree to remain in the service of the Hackettstown School system after the expiration of the sabbatical leave for at least two (2) full years.
 5. During a sabbatical leave a teacher shall remain in the inactive employ of the Board and shall receive an annual compensation equal to fifty (50) per cent of the ten (10) month contract for that year. From this compensation there shall be made the regular deductions for the Teachers' Pension and Annuity Fund and such other deductions required by law and/or normally requested by the teacher.

6. Upon the return from the sabbatical leave, the teacher shall be placed on the same level of the salary schedule which would have been achieved if actively employed in the system during the period of the leave.
7. If there are sufficient qualified applicants, sabbatical leaves shall be granted to a maximum of two (2) per cent of full time certificated teachers during any single school year.
8. Petitions for sabbatical leave must be received by the Superintendent in writing in such form as may mutually be agreed on by the Association and the Superintendent no later than January 1 preceding the school year for which the sabbatical leave is requested. Action shall be taken by the Board no later than March 1 following submission of the request.
9. In the event that a leave is taken for study in which credit is normally granted, the teacher must submit evidence of successful completion of such study in the form of passing grades in order to advance on the salary scale. Otherwise, the teacher shall return at the salary level payable during the sabbatical year.
10. If the leave is granted for research, successful evidence of completion of or advancement in the research study must be submitted to the Superintendent in order to qualify for salary increment advancement as indicated above.
11. Persons granted a sabbatical leave shall be required to make continual reports to the Superintendent of Schools indicating progress of the sabbatical leave so as to assure that the purpose for which it was intended is being attained. (Such reports shall not be the sole cause for surrender of the sabbatical.)
12. Upon return, the person granted the sabbatical shall make a full report to the Board of Education and Superintendent. Such report shall be subsequently filed in the appropriate area of the school library. Publishers' rights shall not be denied the author regardless of whether or not the material is copyrighted.

ARTICLE XVII PROTECTION OF EMPLOYEES, STUDENTS AND PROPERTY

In the event of any disorder or disruption in the regular school program, the Association shall have the right to meet with the Board immediately to advise and recommend programs to guarantee the safety of employees, students and property.

ARTICLE XVIII
INSURANCE PROTECTION

A. Health Care Coverage

The Board shall provide health care insurance protection as designated below. The Board shall pay the full premium for family, single or dependent plan. Provisions of the health care insurance program shall be detailed in master policies and contracts. The Board of Education will not assume any liability or admit any liability for any coverage or benefits not provided in the master policy.

1. Provisions of coverage

Provisions of the health care insurance program shall be detailed in master policies and contracts and shall include:

- a. Hospital room and board and miscellaneous costs
- b. Out-patient benefits
- c. Laboratory fees, diagnostic expenses and therapy treatments
- d. Maternity costs
- e. Surgical costs
- f. Major Medical coverage, lifetime maximum of one million dollars
- g. Family Prescription Coverage - \$3.00 co-pay
- h. Mandatory surgical second opinion program
- i. Incentive Ambulatory Surgery program
- j. Out of hospital mental health benefit: 50% to \$2000 at up to \$80 per visit

2. The health insurance carrier may be selected by the Board. However, any change in carrier must be for a program which is equal or better than the one currently in existence.

In the event the Board would effect any change in the insurance carrier, it is agreed that there will be no lapse of coverage for employees at the time of change nor will there be any decreases in the type of coverage or benefits.

3. Retirement Coverage

Employees who retire from employment may subscribe for continuation of health care insurance coverage as set forth in Paragraphs A 1 and A 2 of Article XVIII at group subscriber rates as available to the Board. In these cases premiums will be payable by the employee to the Board in accordance with requirements of the Board and the insurance carrier.

B. Dental Care Coverage

The Board shall provide employee and family dental care insurance as set forth in memorandum to the Association in the 1987-88 school year and the 1988-89 school year.

1. Provisions of Coverage

Preventive and Diagnostic - 100%
Basic Services - 80%
Prosthodontic Services - 50%
Child Orthodontia coverage - \$800 per case

Maximum amount \$1000 per person. \$50 annual deductible per person or \$150 per family (not applicable to preventive and diagnostic).

- C. The Board shall request the carrier to provide to each teacher a description of insurance coverage provided under this Article no later than the beginning of the contract year setting forth a clear description of the conditions and limits of the policy.

D. Complete Annual Coverage

The Board shall make payment of insurance premiums to provide insurance coverage for the full twelve (12) month period commencing September 1 and ending August 31 for employees on contract continuing in the employ of the Board following the summer recess. When necessary, payment of premiums in behalf of the employee shall be made retroactively or prospectively to assure uninterrupted participation and coverage.

ARTICLE XIX
DEDUCTION FROM SALARY

- A. The Board agrees to deduct from the salaries of its employees dues for the Hackettstown Education Association, the Warren County Education Association, the New Jersey Education Association, or the National Education Association, or any one or any combination of such associations as said employees individually and voluntarily authorize the Board to deduct.
- B. Each of the Associations named above shall certify to the Board, in writing, the current rate of its membership dues. Any Association which shall change the rate of its membership dues shall give the Board written notice by August 1, prior to the effective date of such change.
- C. Any employee may have such educational dues discontinued from payroll deductions prior to January 1 or July 1 upon written notice to the Board of Education for the coming school year starting September 1.
- D. By October 15 of each year covered by this Agreement, the Association will submit to the Board a list of those employees who have not become members of the Association for the then current membership year. The Board will deduct from the salaries of such employees a representation fee in accordance with the provisions of NJSAS4:15A-5.4 (Agency Shop Law).

The Association agrees to indemnify and hold the Board harmless against any liability which may arise by reason of any action taken by the Board in complying with the provisions of this Article and to compensate the Board for all costs of defense including attorney fees. The Board agrees to provide the Association timely notice in writing of any claim, demand, suit or other form of liability resulting from the implementation of provisions of this Article. If the Association so requests in writing, the Board will grant to it full responsibility for the defense of such claim, demand, suit or other form of liability with the Association paying all costs.

E. The Board agrees to deduct salary withholdings for U.S. savings bonds from an employee's paycheck upon receipt of written notice from the employee to do so.

F. Tax Sheltered Annuity

A tax sheltered annuity plan shall be implemented for those wishing to have deductions from salary. This plan shall be limited to a single company that is mutually satisfactory to both the A.E.A. and the Board of Education.

ARTICLE XX
INSTRUCTIONAL COUNCIL

The Instructional Council shall be organized as follows: One member of the Board of Education (appointed by the President), the Superintendent, the High School Principal, one Elementary Principal, and five (5) teachers designated by the Association (with all schools being represented). The meetings shall be called by the Superintendent, either at the Superintendent's discretion or upon the request of any member of the Council. There shall be a minimum of two (2) meetings per year; the chairpersonship shall be rotated from teacher to non-teacher yearly and the meetings shall be held after school hours. Under no circumstance should any session be called without specified agenda items listed for discussion.

The purpose of the Council shall be to research and study matters of educational concern and present the results of such study along with any recommendations to the Board. A copy of results of the study shall also be forwarded to the Association.

ARTICLE XXI
PROFESSIONAL DEVELOPMENT AND EDUCATIONAL IMPROVEMENT

A. The Board shall pay full cost per graduate credit and full cost per undergraduate credit to a maximum of twelve (12) credits earned per school year, consistent with Paragraph 8 hereof. This full cost is defined as the cost per graduate or undergraduate credit at New Jersey State Colleges at the time of enrollment for the course. To receive remuneration, applicant must apply for reimbursement within six (6) months of completion of the course and must be an employee of the Hackettstown School District.

- B. Except for specific undergraduate credits required by the Board, reimbursement for graduate credits only will be granted to professional persons, i.e. teachers, guidance personnel, librarians and nurses. To be eligible for such payment these persons (1) must have received advance approval of the Superintendent of Schools to pursue a course or courses; (2) shall provide professional evidence of successful completion; and (3) courses must be in the area of the teacher's teaching assignment.
- C. Other employees may apply for reimbursement for course study for which undergraduate credit is given. However, it is not the purpose of the Board of Education to subsidize payment for college work leading toward attainment of a baccalaureate degree. Rather, it is the intent of the Board to have courses approved by the Superintendent only when, in the Superintendent's judgment, they will be of specific benefit to the District through enhancement of the employee's work in the employee's particular position.
- D. The maximum liability to the Board shall not exceed \$22,000 for each year of this Agreement.
- E. A statement of available balance of funds each year shall be periodically posted in each building.

ARTICLE XXII BOARD'S RIGHTS CLAUSE

The Board reserves to itself sole jurisdiction and authority over matters of policy and retains the right, subject only to the limitations imposed by the language of this Agreement, in accordance with applicable laws and regulations (a) to direct employees of the School District; (b) to hire, promote, transfer, assign and retain employees in positions in the School District and to suspend, demote, discharge or take other disciplinary action against employees; (c) to relieve employees from duty because of lack of work or for other legitimate reasons; (d) to maintain efficiency of the School District operations entrusted to them; (e) to determine the methods, means and personnel by which such operations are to be conducted; (f) to establish reasonable work rules; and (g) to take whatever actions may be necessary to carry out the mission of the School District in situations of emergency.

ARTICLE XXIII CUSTODIAL STAFF

- A. The Superintendent of Schools may dismiss a custodian beyond the probationary period by giving sixty (60) calendar days notice in writing. Such dismissal shall be accompanied by written charges brought because of inefficiency, incapacity, conduct unbecoming a custodian, or other just charges.

Any custodian who has been employed full-time beyond a period of one (1) year, shall have the right to appeal the dismissal action of the Superintendent to the Board of Education. This appeal must be submitted, in writing, to the Secretary of the Board within fifteen (15) calendar days of notification of dismissal. The formal hearing of the appeal by the Board shall take place within fifteen (15) calendar days of its receipt by the Secretary. It shall require a majority of the entire Board (five (5) votes) to sustain the action of the Superintendent; otherwise, the custodian will be reinstated to his/her position. The vote shall not be delayed beyond the next regularly scheduled meeting. Failure to vote within this prescribed time shall be deemed a decision adverse to dismissal.

Further, it shall be the responsibility of the Supervisor of Buildings and Grounds to make certain that adequate procedures exist to inform a custodian in writing that his/her performance does not meet standards required by the District. Any custodian, beyond the probationary period, must receive written notification from the Supervisor of Buildings and Grounds that a recommendation of dismissal is being made to the Superintendent and that termination of employment could result. This notification shall be accompanied by reasons, also in writing, as to why said recommendation is being made.

None of the above is to be construed as waiving the authority of the Superintendent to suspend any employee, professional or non-professional. (Such right is established by law.)

This does not apply to custodians who have not satisfactorily completed their probationary period nor does it apply to custodians who are dismissed due to reduction in force.

- B. The Board agrees that in addition to the current practice of allowing the head custodian and the lead maintenance person two (2) days of attendance at the N.C.E.A. convention all other custodial and maintenance personnel shall be allowed one day to attend said convention. The days to attend said convention shall be rotated on a one-man-on one-man-off basis. Such scheduling is to be developed by the Supervisor of Buildings and Grounds.
- C. The Board shall allow each custodian and maintenance employee up to \$75.00 per year to purchase a pair of approved safety shoes. Specifications and type of shoe are to be determined by the District Business Administrator and a representative of the custodian unit.
- D. The Board shall allow each custodian and maintenance employee required to work outside on a regular basis during the winter months up to \$75.00 per year to purchase an approved winter weight work jacket. Ten (10) stand-by jackets for custodians and maintenance winter use and ten (10) stand-by sets of rain gear will be provided by the Board for custodial and maintenance use.

The Board shall purchase five (5) uniforms for all contract maintenance and custodial employees and shall provide coveralls for head custodians and lead employees.

Specifications and type of winter weight work jacket and rain gear are to be determined by the District Business Administrator and a representative of the custodial/maintenance unit.

Reimbursement for shoes and jackets is to be made by application to the School Business Administrator and is to include purchase receipt for the required item.

The wearing of uniforms and safety shoes as provided for by the Board of Education is mandatory. Failure to comply with this provision may result in disciplinary action as recommended by the Supervisor of Buildings and Grounds to the Superintendent of Schools.

- E. Custodians and maintenance employees working under a twelve (12) month contract shall receive twelve (12) sick days.
- F. Custodians and maintenance employees required to work on a Sunday or an enumerated holiday shall receive double pay.
- G. Custodians and maintenance employees required to work over time shall receive a wage guarantee on one (1) hour minimum.
- H. Custodians with Black Seal License will receive a stipend of \$750.00 per contract year, said stipend to be off the guide.
- I. The following holidays will be granted maintenance and custodial employees:
 - a. New Year's Day
 - b. President's Holiday Weekend (to include Washington's or Lincoln's Birthday)
 - c. Good Friday
 - d. Memorial Day
 - e. Independence Day
 - f. Labor Day
 - g. Thanksgiving Day
 - h. Day after Thanksgiving Day
 - i. Christmas Eve Day
 - j. Christmas Day
 - k. New Year's Eve Day
 - l. One floating holiday to be taken with prior approval of Supervisor

If a holiday falls on a weekend, the custodians and maintenance staff are to be given either the last working day prior to the holiday or the first working day after the holiday off. The Board of Education will decide whether the custodians and maintenance staff get the day before the holiday off or the day after the holiday.

J. Vacation entitlement for custodial and maintenance employees shall be as follows:

Completion of 1-6 years in district2 weeks
Completion of 7-12 years in district3 weeks
Completion of 13 and over in district4 weeks

As of July 1 of each year, full time contract employees who have not completed one (1) full year of service shall be entitled to a prorated vacation on basis of one (1) day per month after three (3) months of full time employment in the first year not to exceed ten (10) days to June 30th.

Accrual of vacation entitlement is to be as of service anniversary date. All annual entitlement is to be taken during the summer closing of school immediately following the date of earned entitlement. Although vacation should be taken during the summer school closing period, some vacations may be taken at other times. In the latter case, employees must obtain prior approval of their Supervisor and the Superintendent.

ARTICLE XXIV SECRETARIAL STAFF

A. During the school year the secretarial work day shall consist of eight (8) hours, with the Building Principal arranging time to best serve school needs. Normally, this will be from 8:00 am to 4:00 pm.

Summer office hours shall be as follows:

Elementary and Middle Schools8:00 am to 3:00 pm
High School.....8:00 am to 3:00 pm

All secretarial and clerical staff employees shall have a one (1) hour lunch period throughout the year which is included in their work-day schedule.

On Holy Thursday, Thanksgiving Eve and day prior to Christmas recess, secretaries and clerical staff shall be permitted to leave one half hour after dismissal of students.

B. During the Spring and Winter recesses, secretaries will be required to work no more than two (2) days in each of the vacation periods. Two (2) day work requirement during Spring and Winter recesses shall be arranged by each school Principal (rather than the Superintendent). Principals shall notify the Superintendent in advance of arrangements for each school.

C. On days when school is closed for inclement weather, secretaries shall not be required to report for work.

- D. When a secretarial employee of the Hackettstown District is promoted from one category to another, the employee shall receive the differential in salary between the two categories plus the employee's negotiated raise.
- E. The Board agrees that twelve (12) month secretaries shall be entitled to summer vacation anytime from the closing of school in June to the opening of school in September. Such vacations will be equally distributed throughout the vacation period. However, although vacation should be taken during the summer school closing period, some vacations may be taken at other times. In the latter case, employees must obtain prior approval of their Supervisor and the Superintendent. In all instances the Superintendent shall retain supervision of vacation schedules; however, no schedule will be unreasonably denied.

Vacation entitlement for twelve (12) month secretarial employees shall be as follows:

Completion of 1-6 years in district.....2 weeks
Completion of 7-12 years in district.....3 weeks
Completion of 13 and over in district.....4 weeks

As of July, of each year full time, twelve (12) month contract employees who have not completed one (1) full year of service shall be entitled to a pro-rated vacation on basis of one (1) day per month after three (3) months of full time employment in the first year not to exceed ten (10) days to June 30th.

- F. Copies of job descriptions for secretarial staff shall be available in the Superintendent's office as per policy manual.

ARTICLE XXV MISCELLANEOUS PROVISIONS


- A. The Board shall not discriminate in its employment policies or practices as required by law.
- B. If any provision of this Agreement or any application of this Agreement to any employee or group of employees is held to be contrary to law, then such provision or application shall not be deemed valid and subsisting, except to the extent permitted by law, but all other provisions or applications shall continue in full force and effect.
- C. Any individual contract between the Board and an individual employee, heretofore or hereafter executed, shall be subject to and consistent with the terms and conditions of this Agreement. If an individual contract contains any language inconsistent with this Agreement, this Agreement, during its duration, shall be controlling.

DURATION OF THIS AGREEMENT: This Agreement shall be effective July 1, 1987 and continue in effect through June 30, 1989.

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed by their proper corporate officers.

THE BOARD OF EDUCATION OF THE TOWN OF HACKETTSTOWN

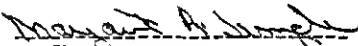
Attest:



Secretary

By: 

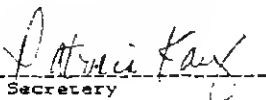
President



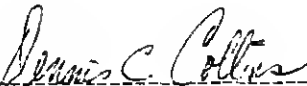
Chairperson,
Negotiations Committee

THE HACKETTSTOWN EDUCATION ASSOCIATION, INC.


Attest:



Secretary

By: 

President



Chairperson,
Negotiations Committee

D. Whenever any notice is required to be given by either of the parties to this Agreement to the other, pursuant to the provision(s) of this Agreement, either party shall do so by certified mail, return receipt requested, to the following addresses:

1. If by Association, to Board at the Board of Education Office
2. If by Board, to Association President

E. It is understood by all parties that nothing contained herein shall be construed to deny or restrict to the Board of Education such rights it has or may have under New Jersey school laws or other applicable laws or regulations.

F. This Agreement shall be Board policy for the duration of the Agreement.

MEMORANDUM OF AGREEMENT


The Hackettstown Board of Education and the Hackettstown Education Association agree that James Funcheon, in his assignment as Director of Guidance, is to be employed on a ten (10) month basis. It is to be understood, however, that as Director of Guidance Mr. Funcheon's contract will include an eleventh month of employment. His salary for this ten (10) month-plus one (1) agreement will be paid over a twelve month period, as has been the case during the time he has served as Director of Guidance. Said salary shall be computed as a single sum for the purpose of pension and retirement.

It is further understood that this agreement is not an action which may be construed as precedent, and it is also understood that the Board continues to maintain the right to employ full time teachers on the basis of ten (10) month contracts with separately contracted appointment for additional duties.

This Agreement shall be in effect July 1, 1987 and continue in effect through June 30, 1989.

For the Association

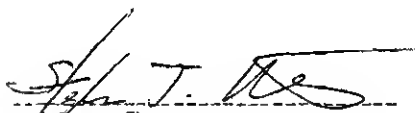
For the Board



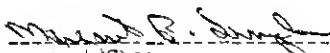
President



President



Chairman -
Negotiations Comm.



Chairman -
Negotiations Comm.

HACKETTSTOWN TEACHER'S SALARY GUIDE FOR 1987-88 AND 1988-89

	8A		8 + 15		8 + 30		MA		M + 30	
	1987-88	1988-89	1987-88	1988-89	1987-88	1988-89	1987-88	1988-89	1987-88	1988-89
3	20370.	22055.	21390.	22740.	22130.	23550.	23800.	25340.	25450.	27040.
4	20440.	22135.	21870.	23260.	22600.	24060.	24290.	25680.	26040.	27680.
5	20980.	22215.	22470.	23780.	23310.	24570.	24780.	26420.	26530.	28320.
6	21460.	22805.	22950.	24430.	23790.	25350.	25260.	26950.	27010.	28860.
7	21950.	23325.	23440.	24960.	24380.	25870.	25820.	27470.	27610.	29380.
8	22490.	23865.	23920.	25490.	24870.	26510.	26340.	28080.	28150.	30030.
9	23080.	24445.	24410.	26010.	25360.	27050.	26830.	28650.	28630.	30620.
10	23570.	25095.	25110.	26550.	25950.	27580.	27420.	29180.	29170.	31150.
11	24110.	25625.	25590.	27310.	26430.	28220.	27900.	29830.	29730.	31740.
12	24790.	26215.	26170.	27830.	27180.	28750.	28510.	30350.	30290.	32350.
13	25680.	26955.	26810.	28460.	27820.	29570.	29060.	31020.	30870.	32960.
14	26350.	27925.	27350.	29160.	28640.	30260.	29840.	31620.	31640.	33590.
15	27010.	28655.	27960.	29750.	28990.	31160.	30590.	32470.	32190.	34430.
16	27650.	29375.	28650.	30420.	29740.	31540.	31290.	33280.	32790.	35030.

SUPERMAXIMUM AMOUNTS FOR TEACHERS ABOVE STEP 16 ARE TO BE AS FOLLOWS FOR 1987-88 AND 1988-89

8A	8A + 15	8A + 30	MA	MA + 30
2600.	2750.	2950.	3250.	3600.

LONGEVITY AMOUNTS FOR YEARS IN EDUCATION ARE AS FOLLOWS :

18-20 years - \$100. 21-25 years - \$200. 26-30 years - \$300. 31-35 years - \$400. 36-40 years - \$500.
41 and + \$600.

1987 - 1989

GENERAL SECRETARY
PRINCIPAL'S SECRETARY AND
SECRETARY TO DIR. SPC. SERV.

LEVEL	1987-88	1988-89	1987-88	1988-89
1	\$11,240	\$12,390	\$12,250	\$13,760
2	11,600	12,690	12,560	14,050
3	11,660	12,950	12,830	14,340
4	12,120	13,210	13,120	14,630
5	12,380	13,470	13,410	14,920
6	12,640	13,730	13,700	15,210
7	12,910	13,990	13,990	15,500
8	13,170	14,260	14,280	14,890
9	13,430	14,520	14,570	16,080
10	13,690	14,780	14,860	16,370
11	13,960	15,040	15,150	16,660
12	16,220	15,310	15,440	16,950
13	14,510	15,570	15,720	17,240
14	14,790	15,860	16,000	17,520
15	15,080	16,140	16,290	17,800
16	15,360	16,430	16,570	18,090
17	15,640	16,710	16,860	18,370

Increase of prior year salary for persons above Step #17.

Principal's Secretary/
Secretary to Dir. SPC. Serv. -- \$1,800 -- 1987-88 and 1988-89

General Secretary -- \$1,350 -- 1987-88 and 1988-89

Now secretarial employees with relevant satisfactory prior experience are to receive advanced salary guide placement based on one full year's step credit for each of four qualifying consecutive years immediately prior to employment with the Hackettstone Board of Education plus one year for every two years of previous experience not immediately preceding the date of employment to a maximum of four years. The School Business Administrator may grant one additional step on the Guide for school secretarial experience at two years or more up to a maximum of two steps.

HACKETTSTOWN MAINTENANCE AND CUSTODIAN SALARY GUIDE

1987 - 89

LEVEL	MAINTENANCE		CUSTODIAN	
	1987-88	1988-89	1987-88	1988-89
1	\$14,210	\$15,480	\$13,860	\$15,130
2	14,540	15,810	14,190	15,460
3	14,870	16,140	14,520	15,790
4	15,200	16,470	14,860	16,120
5	15,530	16,800	15,190	16,460
6	15,860	17,130	15,520	16,790
7	16,200	17,460	15,850	17,120
8	16,530	17,800	16,180	17,450
9	16,860	18,130	16,520	17,780
10	17,190	18,460	16,850	18,120
11	17,520	18,790	17,180	18,450
12	17,860	19,120	17,510	18,780
13	18,190	19,460	17,840	19,110
14	18,520	19,790	18,180	19,440

Increase of prior year salary for persons above Step 14:

\$1,650 1987-88; \$1,600 1988-89

Differentials:

Black Seal License: \$750.00

Lead Maintenance: \$2,500 over Maintenance

Lead Custodian: 30-60,000 sq.ft.: \$1,600 over Custodian;

60,-90,000 sq.ft.: \$2,000 over Custodian over 90,000 sq.ft.

\$2,400 over Custodian;

NOTE: Differentials for Lead positions are to be added to salaries shown above for persons on Steps 1-14 in 1986-87. For persons above Step 14 in 1986-87, differential is in base 1986-87 salary.

HACKETTSTOWN SCHOOL DISTRICT
HACKETTSTOWN HIGH SCHOOL ATHLETIC ACTIVITY SALARY GUIDE

	LEVEL 1	LEVEL 2	LEVEL 3	LEVEL 4	LEVEL 5
"A" SPORT					
HEAD	2500	2800	3100	3400	3700
ASSISTANT	1600	1850	2100	2350	2600
"B" SPORT					
HEAD	1500	1750	2000	2250	2500
ASSISTANT	1200	1400	1600	1800	2000
"C" SPORT					
HEAD	1200	1400	1600	1800	2000
ASSISTANT	1100	1275	1450	1625	1800
"D" SPORT					
HEAD	1050	1225	1400	1575	1750
ASSISTANT	800	950	1100	1250	1400

"A" SPORTS

FOOTBALL
SOCCER
FIELD HOCKEY
WRESTLING
BASKETBALL
TRACK
BASEBALL
SOFTBALL

"B" SPORTS

GYMNASTICS
CROSS COUNTRY
FENCING
TRAINER (FALL)
MARCHING BAND
EQUIPMENT MGR.
BUSINESS MGR.
GOLF

"C" SPORTS

CHEERING (SEASON)
TRAINER (WINTER)
TRAINER (SPRING)

"D" SPORTS

BAND FRONT COORDIN.
ASST. BAND FRONT COORD.

HACKETTSTOWN

MIDDLE AND ELEMENTARY SCHOOLS

1987-88

1988-89

MIDDLE SCHOOL

Band Director	\$1,175	\$1,250
Band Director - Asst.	700	775
Basketball - Head - Boys & Girls	725	800
Basketball - Asst. - Boys & Girls	525	600
Chorus Director	725	800
Girls Gymnastics	725	800
Hackettes	725	800
Newspaper	700	775
Safety Patrol	825	900
Soccer - Boys & Girls	725	800
Softball - Boys & Girls	725	800
Student Council	700	775
Yearbook	700	775

HATCHERY HILL

Gymnastics	625	700
Safety Patrol	625	700

WILLOW GROVE

Gymnastics	625	700
Safety Patrol	625	700

HACKETTSTOWN
STUDENT ACTIVITIES SALARY RANGES

	<u>1987-88</u>	<u>1988-89</u>
High School		
Chess	\$ 600-1200	\$ 736-1372
Chorus	875-1750	1028-1955
Drama	875-1750	1028-1955
Newspaper	875-1750	1028-1955
Oracle	875-1750	1028-1955
Key Club	600-1200	736-1372
Student Government	600-1200	736-1372
Junior Prom Advisor	600-1200	661-1297
Class Advisor	600-1200	661-1297
Craftman's Club	600-1200	736-1372

Salary increases within range each year of Agreement for all High School student activities except class advisor are to be 6.0% of previous year salary in position plus \$100 (with minimum increase to be \$150) up to limit of range. For class advisor, salary increase within range each year of Agreement is to be 6.0% of previous year salary in position plus \$25 (with minimum increase to be \$75) up to limit of range.

